

Bond No.: 43BCSGY2298

CONTRACT AGREEMENT
BETWEEN OWNER AND CONTRACTOR

BY: ST. TAMMANY PARISH GOVERNMENT

UNITED STATES OF AMERICA

WITH: STRANCO LLC

STATE OF LOUISIANA

ST. TAMMANY PARISH

This agreement is entered into this 20 day of February,
2015, by and between: STRANCO LLC, hereinafter called the "Contractor", whose business address is 70459 HIGHWAY 59, ABITA SPRINGS, LA 70420 and the St. Tammany Parish Government, hereinafter called the "Owner", whose business address is P.O. Box 628, Covington, LA 70434 (collectively, the "Parties"). Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

St. Tammany Parish 1100
Instrmnt #: 1971483
Registry #: 2358007 jay
2/20/2015 4:10:00 PM
MB X CB MI UCC

1. SCOPE OF SERVICES

The Contractor shall furnish all labor and materials and perform all of the work required to build, construct and/or complete in a thorough and workmanlike manner:

This is a Capital Road & Drainage Project. The work specified in this project will require the contractor to provide all labor, equipment, tools, and materials necessary to construct two new roadways, a traffic circle, and a drainage canal on the east side of Highway LA 434. Roadways include approximately 180 linear feet of 3-lane roadway, 280 linear feet of divided two lane roadway and approximately 1,600 feet of undivided two lane roadway with parking. All roadway pavement will be 8" Portland Cement Concrete underlain by 12" of stone bedding. Drainage work includes approximately 3,200 linear feet of new drainage canal, additional drainage swales associated with the roadways and drainage culverts. Accompanying work includes related earthwork, culvert end treatments, striping, signage, seeding and other appurtenances and incidental work. Location of this project begins along Highway LA 434, approximately 2 miles north from Interstate 12 and extends for approximately 1,700 feet along LA 434 and extends eastward from LA 434 for approximately 1,300 feet.

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Further details of the work will be provided in the bid specifications, a copy of which will be maintained in the Departments of Engineering and Procurement. The parties are bound to these details and responsibilities as if copied herein in extenso. The maximum cost of the project is \$1,238,231.00. Contractor agrees to update, provide and/or substantiate all applicable policies of insurance and bonding, as is required and/or requested by the Parish.

2. CONSTRUCTION DOCUMENTS

It is recognized by the Parties herein that said Construction Documents, including by way of example and not of limitation, the plans and Specifications, General Conditions, Supplementary General Conditions, any addenda thereto, the drawings (if any), and the bid, quote or other procurement documents impose duties and obligations upon the Parties herein, and said Parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full. Copies of the aforementioned Construction Documents are in the possession of both the Contractor and the Owner for reference.

3. TIME FOR COMPLETION

The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 120 calendar days from and after said date.

4. COMPENSATION TO BE PAID TO THE CONTRACTOR

The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of \$1,238,231.00 dollars.

5. PERFORMANCE AND PAYMENT BOND

To these presents personally came and intervened Cathy P. Grace,
herein acting for Hartford Casualty Insurance Company, a corporation organized
(Name of Attorney in Fact)
(Surety)
and existing under the laws of the State of Indiana, and duly
authorized to transact business in the State of Louisiana, as surety, who declared
that having taken cognizance of this Contract and of the Construction Documents
mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his
company, as surety for the said Contractor, unto the said Owner, up to the sum of
\$1,238,231.00. The condition of this performance and payment bond shall be that
should the Contractor herein not perform the Contract in accordance with the
terms and conditions hereof, or should said Contractor not fully indemnify and
save harmless the Owner from all costs and damages which he may suffer by said
Contractor's non-performance or should said Contractor not pay all persons who
have fulfilled obligations to perform labor and/or furnish materials in the
prosecution of the work provided for herein, including by way of example,
workmen, laborers, mechanics, and furnishers of materials, machinery, equipment
and fixtures, then said surety agrees and is bound to so perform the Contract and
make said payment(s).

Contractor and Owner specifically agree to and recognize (1) the statutory
employer relationship existing between the Owner and any employees performing

work under this Contract as employees of the Contractor or employees of the “Sub-Contractor”, and (2) that the work performed by the employees of the Contractor and the employees of the “Sub-Contractor” is part of the Owner’s business, occupation or trade and is essential to the ability of the Owner to generate their products or services, all of which is in accordance with LSA-R.S. 23:1061, and as may be amended.

6. MODIFICATION OF CONTRACT TERMS

Provided that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

7. RECORDATION OF CONTRACT

Contractor authorizes Parish to deduct from any payment due herein costs for recordation of this Contract in full or an excerpt hereof, or any revisions or modifications thereof as required by law. Contractor agrees to execute an excerpt or extract of this Contract for recordation purposes. If Contractor fails to execute

such an excerpt, then the Parish shall file and record the entire Contract and all attachments at the expense of Contractor and Parish is hereby authorized to deduct all related costs from any proceeds due to the Contractor.

8. AUTHORITY TO ENTER CONTRACT

The undersigned representative of Contractor warrants and personally guarantees that he/she has the requisite and necessary authority to enter and sign this Contract on behalf of the corporate entity, partnership, etc. The undersigned Parties warrant and represent that they each have the respective authority and permission to enter this Contract. In the event that Contractor is a member of a corporation, partnership, L.L.C., L.L.P., or any other juridical entity, the Parish requires, as an additional provision, that Contractor supply a certified copy of a corporate resolution authorizing the undersigned to enter and sign this Contract.

In Witness thereof, the Parties hereto on the day and year first above written have executed this Contract in **Three (3)** counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

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WITNESSES:

Cherie Steilberg
Signature

Cherie Steilberg
Print Name

[Signature]
Signature

J.S. Barnes
Print Name

CONTRACTOR:

Stranco, LLC

Timothy Mann
Signature

Timothy Mann
Print Name

General Manager
Title

2-11-2015
Date

WITNESSES:

Anne Pastovich
Signature

Anne Pastovich
Print Name

[Signature]
Signature

GINA CAMPO
Print Name

**ST. TAMMANY PARISH
GOVERNMENT:**

Patricia P. Brister

Patricia P. Brister
Parish President

2-20-15
Date

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APPROVED BY:

Kelly M. Rabalais
Kelly M. Rabalais
Executive Counsel to Parish President

2-19-2015
Date

Hartford Casualty Insurance Company
(Surety)
Cathy P. Grace
Signature
Cathy P. Grace, Attorney-in-Fact
Print Name



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-483896

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Cathy P. Grace
of
Baton Rouge, LA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Producer Compensation Notice



You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.